

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
GREENEVILLE DIVISION**

S.H., et al.,

Plaintiff,

v.

No: 2:23-cv-00071-TRM-JEM

CITY OF JOHNSON CITY, TENNESSEE,

Defendant.

**DECLARATION OF JULIE C. ERICKSON IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR EXTENSION OF TIME TO FILE MOTION FOR
PRELIMINARY APPROVAL AND MOTION TO STAY**

I, Julie C. Erickson, declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct:

1. I am over twenty-one years of age and am competent in all respects to give this Declaration. This Declaration is given freely and voluntarily. I have personal knowledge of the matters herein and could, and would, testify competently thereto under penalty of perjury.
2. I am counsel for Plaintiff S.H. in the above-referenced case. I am a licensed attorney in good standing in the State of California (CABN 293111) and admitted to appear *pro hac vice* in this District.
3. On March 4, 2025, the Court set a deadline of March 24, 2025 by which the parties are to file a motion for preliminary approval of the class settlement in this case. ECF 506. In that order, the Court stated the parties may seek an extension of this deadline for good cause. Pursuant to that order, Plaintiff seeks a six-week extension of the March 24th deadline to May 5, 2025. Counsel for the parties have met and conferred and the City consents to this extension.

4. The Parties mediated this case on December 9, 2024. While the Parties made significant progress that day, they did not reach an agreement. The Parties continued their negotiations over the next two months, finally executing a term sheet on February 13, 2025.
5. On February 13, 2025, the City Commission for the City of Johnson City voted unanimously in favor of the proposed settlement, understanding that ultimate approval authority is vested with the Court.
6. Following the Commission's approval, counsel for Plaintiff began drafting the settlement agreement, which we provided to counsel for the City on March 11, 2025. Based on my experience, I anticipate multiple rounds of drafts will need to be exchanged prior to finalizing the settlement agreement.
7. Various other documents must also be drafted and negotiated, including the class notice, distribution plan, and proposed preliminary and final orders. As the specific terms of the settlement agreement and these other documents will inform the content of a future motion for preliminary approval, that motion cannot be fully drafted until after the settlement documents have been finalized.
8. Based on my experience and given the scope of the remaining work and complexities of this litigation, I believe the requested six-week extension is reasonable and appropriate.
9. There is no evidence of delay by the Parties or their counsel. To the contrary, Plaintiff's counsel have advanced this litigation at a rapid pace and have a duty to seek court approval of the settlement (and secure payment to settlement class members) as expeditiously as possible.

Respectfully submitted this 17th day of March 2025,

/s/ Julie C. Erickson

Julie C. Erickson

CERTIFICATE OF SERVICE

I HEREBY certify that a copy of the foregoing has been filed and served via the court's electronic filing system on March 17, 2025 to counsel of record:

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/s/ Julie C. Erickson
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